

1

COURT ORDERED FACILITATION

CHERYL LEWIS HARRIS, Per. Rep of  
the Estate of Dorothy Mae Lewis, Deceased,

Plaintiff,

vs.

Case No: 08-113833-NI

LONDON CARRIERS, INC. FIRST CHOICE  
CARRIER, LARRY T. SHAW, PERCY SHAW,  
And ESTATE OF BRODERICK GREEN, DECEASED,

Defendants.

and

PERCY SHAW, individually, PERCY SHAW and  
GENEVA DAVIS, Co-Per. Reps. of the Estate  
of Porsha Shaw, Deceased, and ANGELA  
SMITH, Per. Rep. of the Estate of Broderick Green,  
Deceased.

Plaintiffs,

Case No: 1:08-CV-401

vs.

LONDON CARRIERS, INC. FIRST CHOICE  
CARRIER, LARRY T. SHAW,

Defendants.

---

**FACILITATION AGREEMENT**

A facilitation hearing having been conducted on July 23, 2010

and the parties to these actions, along with their legal counsel, having reached a mutually agreeable resolution of all claims presently pending in the court, and the parties wishing to confirm the terms and conditions of the negotiated settlement in writing;

It is hereby agreed between the Estates of the three plaintiffs and defendants that the following accurately sets forth the entire terms and conditions of a settlement of all claims put forward in the above-captioned matter:

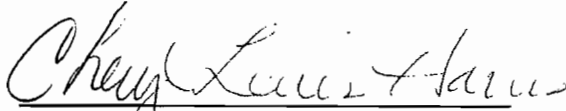
IT IS AGREED THAT plaintiffs shall receive the full sum of \$2,000,000.00 Canadian in full and final settlement of all claims asserted against London Carrier, Inc., First Choice Carriers, Larry T. Shaw in the above-referenced matters. Each Estate shall receive one-third (1/3) of the settlement amount.

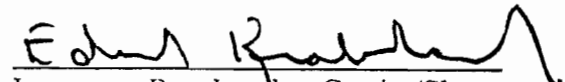
IT IS FURTHER AGREED THAT any claim filed on behalf of Percy Shaw, or against Percy Shaw, shall be resolved through the entry of an order of dismissal with prejudice with the court and the claim against the Estate of Broderick Green and Estate of Porsha Shaw shall also be resolved through the entry of an order of dismissal with prejudice.

IT IS FURTHER AGREED THAT counsel for the parties shall stipulate to the entry of an order of dismissal with prejudice as to all claims and cross-claims against First Choice Carrier and London Carrier, Inc. and Larry Shaw.

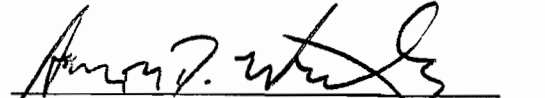
IT IS FURTHER AGREED THAT this settlement is contingent upon the parties obtaining applicable court approval of this settlement and all Personal Representatives shall sign all necessary releases as determined by defense counsel. The parties agree that the releases to be signed shall contain a non-disclosure/confidentiality provision regarding the terms and amount of this settlement.

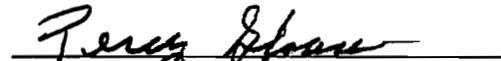
IT IS FURTHER AGREED that the plaintiffs may structure all or a part of the settlement proceeds with a structure settlement company of their choice.

  
Plaintiff-Est. of Dorothy Mae Lewis


  
Insurance Rep-London Carrier/Shaw

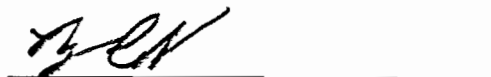
  
Plaintiff-Est. of Porsha Shaw

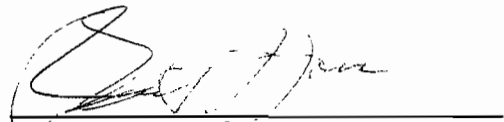
  
Attorney for Defs-London Carrier/Shaw

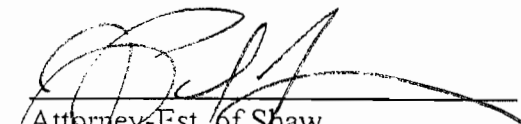
  
Plaintiff-Est. of Porsha Shaw


  
Attorney for Def-First Choice

  
Plaintiff-Est of Broderick Green

  
Insurance Rep-First Choice

  
Attorney-Est. of Lewis

  
Attorney-Est. of Shaw

  
Attorney-Est. of Green

Dated: July 23, 2010